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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re

PROFESSIONAL FINANCIAL
INVESTORS, INC., *et al*,

Debtors.

Case No. 20-03064
(Jointly Administered)

Chapter 11

MICHAEL GOLDBERG,
TRUSTEE OF THE PFI TRUST,

Plaintiff,

v.

US PERFORMING ARTS CAMPS,

Defendant.

AP Case No. 22-03085

**MOTION FOR ORDER
AUTHORIZING WITHDRAWAL OF
COUNSEL**

Date: [No Hearing unless Timely Objection]
Time:

Place: Telephonic/ Videoconference
Courtroom 19

450 Golden Gate Avenue

16th Floor

San Francisco, CA

Judge: Hon. Hannah L. Blumenstiel

PLEASE TAKE NOTICE that Matthew D. Metzger, Belvedere Legal, P.C., (the “Firm”) counsel for the US PERFORMING ARTS, the above-captioned Defendant (the “Defendant”),

1 hereby moves for an order authorizing withdrawal of counsel (the “Motion”), pursuant to 9013-1,
2 9013-2, 9013-3, and 9014-1(b)(3) of the Bankruptcy Local Rules. The Motion is based on the
3 *Declaration of Matthew D. Metzger in Support of Motion for Order Authorizing Withdrawal of*
4 *Counsel* (“Metzger Decl.”) filed herewith and incorporated herein.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. RELEVANT FACTS**

7 The Defendant has not paid for all invoices for past legal services. It appears that the
8 Defendant also is unable to pay a future retainer to reimburse the Firm for future time and
9 expenses necessary for trial preparation. Metzger Decl. ¶¶ 2-3. A pre-trial conference is
10 scheduled for December 7, 2023 and trial is scheduled for December 22, 2023. Dkt. # 12. The
11 Firm has filed the Motion in early August 2023 to allow the Defendant as much as time as
12 possible to locate replacement counsel before the December trial date. *Id.* ¶ 7.

13 **II. ARGUMENT**

14 Pursuant to Rule 11-5 (a) of the Local Civil Rules in force in the Northern District of
15 California, “counsel may not withdraw from an action until relieved by order of Court after
16 written notice has been given reasonably in advance to the client and to all other parties who
17 have appeared in the case.” Furthermore, California’s professional ethics Standing Committee
18 has opined that “Attorney may not withdraw absent either client consent or a court order. (Code
19 Civ. Proc., § 284; rule 3-700(A)(1))” and, when seeking leave of court to withdraw as counsel, it
20 will “. . . ordinarily...be sufficient [for an attorney] to say only words to the effect that ethical
21 considerations require withdrawal.” Formal Opinion No. 2015-192.

22 Rule 1.16(b)(5) of the California Rules of Professional Conduct provide that a lawyer may
23 withdraw from representing a client if “the client breaches a material term of an agreement with,
24 or obligation, to the lawyer relating to the representation, and the lawyer has given the client a
25 reasonable warning after the breach that the lawyer will withdraw unless the client fulfills the
26 agreement or performs the obligation.” Additionally, Rule 1.16(b)(6) also authorizes permissive
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1 withdrawal where the client “. . . knowingly and freely assent to termination of the
2 representation.”

3 Here, the Defendant has breached the Firm’s legal services contract. The Firm also cannot
4 prepare for time and expenses of trial and any dispositive motion work without a retainer in place.

5 **III. CONCLUSION**

6 For the foregoing reasons and for the reasons set forth in the Declaration of Matthew D.
7 Metzger, submitted in support of this Motion, the Firm respectfully requests that the Court enter
8 an Order granting the Firm leave to withdraw as counsel of record for the Defendant.

9 Dated: August 4, 2023

10 **BELVEDERE LEGAL, PC**
11 By: /s/ Matthew D. Metzger
12 Matthew D. Metzger
13 Attorney for US Performing Arts Camps
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